

TANG & ASSOCIATES

Kevin Tang, Esq. (SBN: 291051)

17011 Beach Blvd., Suite 900

Huntington Beach, CA 92648

Tel: (714)594-7022; Fax: (714) 594-7024

Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In Re:

**BGS WORKS, INC.,**

**Debtor-in-possession**

Case No.: 1:24-bk-10104-VK

Chapter 11

**DEBTOR'S RESPONSE TO ORDER TO  
SHOW CAUSE, WHY PURSUANT TO 11  
U.S.C. §§ 105(a) AND 112(b), THIS CASE  
SHOULD NOT BE DISMISSED**

Date: February 7, 2024

Time: 1:00 p.m.

Place: Courtroom 301

21041 Burbank Blvd.

Woodland Hills, CA 91367

**RESPONSE TO ORDER TO SHOW CAUSE**

**TO THE HONORABLE VICTORIA S. KAUFMAN, UNITED STATES  
BANKRUPTCY JUDGE, AND ALL INTERESTED PARTIES:**

The above-captioned Debtor, BGS Works, Inc., hereby files this Response to the Order to Show Cause, Why Pursuant to 11 U.S.C. §§ 105(a) and 112(b), this Case Should not be Dismissed, as follows:

**I. FACTUAL BACKGROUND**

On July 15, 2020, BGS Works, Inc., debtor and debtor-in-possession (“Debtor”), filed a chapter 11 petition, initiating bankruptcy case no. 1:20-bk-11237-VK (“First Case”). The Debtor hired Resnik Hayes Moradi, LLP as its attorney and the application to employ general bankruptcy counsel was approved by this Court on August 28, 2020 in the First Case.

The Debtor owns a real property located at 5099 Llano Drive, Woodland Hills, CA 91364 (“Llano Property”), which is encumbered by six liens. The first two liens are mortgages held by an entity known as USTDS, Inc. and Danmor Investments, (“USTDS/Danmor”). The first mortgage has a current balance of \$1,618,420.12 and the second mortgage has a current balance of \$844,228.53. The third lien is the lien of Los Angeles County Tax Collector for current year taxes of \$12,266. The fourth lien is the mechanic’s lien of Valenzuela Ready Mix in the amount of \$3,300. The fifth lien is the mechanic’s lien of Crystal Clear Glass, Inc. in the amount of \$9,500. The sixth lien is the mechanic’s lien of Steve Barnoy in the amount of \$15,000.

On December 2, 2020, the Debtor filed a motion for interim and final approval of post-petition financing pursuant to 11 U.S.C. §364(d)(1) and approval of priming lien against real estate property (“First Finance Motion”), *see* Dkt. no. 38, in the First Case, in which the debtor sought the Court’s permission to borrow \$500,000 from lender Daylight 8 LLC to complete construction on the Llano Property to place the property for sale and pay all encumbered liens. The First Finance Motion was continued numerous times and then denied at the hearing held on June 3, 2021.

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1 On June 25, 2021, the Debtor re-filed the motion for interim and final approval of post-  
2 petition financing pursuant to 11 U.S.C. §364(d)(1) and approval of priming lien against real  
3 estate property (“Second Finance Motion”), *see* Dkt. no. 110 in the First Case. The Second  
4 Finance Motion was unopposed, and this motion was granted on July 27, 2021. An amended  
5 order approving this motion was entered on July 26, 2022, *see* Dkt. 316.

6 The Debtor filed an amended disclosure statement concurrently with an amended Chapter  
7 11 plan or reorganization on June 16, 2022, *see* Dkt. no. 184 and Dkt. no. 185 in the First Case.  
8 On October 12, 2022, an order was entered by this Court confirming the Debtor’s First Amended  
9 Chapter 11 plan, *see* Dkt. no. 231 in the First Case. An order granting the Debtor’s motion for  
10 order closing case on interim basis was granted on May 24, 2023, *see* Dkt. no. 260 in the First  
11 Case.

12 Around May of 2023, USTDS/Dammor stopped giving the Debtor the last draw of  
13 \$46,000 from the loan approved in the Second Finance Motion. Without the funds to finish the  
14 construction, the Debtor could not put the Llano Property on the market. The pool. Pool  
15 equipment, pool deck, waterfall, and some of the railing was not ready and it was too risky to  
16 have open house. Also, because the Debtor’s former counsel asked USTDS/Dammor to give  
17 them \$25,000 to pay for their fees, the loan that the Debtor received from USTDS/Dammor was  
18 insufficient to finish construction. As a result, the Debtor’s principal got help from his friends  
19 and family to contribute the funds needed to complete the construction and to put the Llano  
20 Property in the market for sale around May 15, 2023.

21 The Debtor was able to complete the construction and listed the Llano Property for sale.  
22 The Debtor accepted an offer from a qualified buyer for \$4,000,000 around September 22, 2023.  
23 Unfortunately, due to unforeseen events and to no fault of the Debtor the transaction fell through,  
24 and the sale did not take place as the buyer could not get approval for financing. This placed the  
25 Debtor in a tough situation as the Debtor did not have a buyer and USTDS/Danmor had recorded  
26 a Notice of Trustee Sale (“TS Notice”), with a foreclosure sale on January 26, 2024.  
27  
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1 The Debtor currently owes Resnik Hayes Moradi, LLP, for attorney fees and expenses  
2 reimbursement of \$156,521, per the order entered on February 16, 2023, *see* Dkt. no. 251. The  
3 Debtor did not believe that Resnik Hayes Moradi, LLP would have helped to stop the impending  
4 foreclosure set for January 24, 2024, with an outstanding balance.

5 On January 14, 2024, the Debtor contacted attorney Kevin Tang (“Tang”) of Tang &  
6 Associates and signed a retainer to file a Chapter 11 Bankruptcy case. Initially, Tang was not  
7 aware of the First Case until January 19, 2024 while reviewing the docket report in the First  
8 Case. Although Tang was aware that the First Case was closed on an interim basis, he did not  
9 think that the Debtor could not file a new bankruptcy case. This is why a second bankruptcy  
10 case was filed on January 22, 2024, to stop the foreclosure and allow time for the Debtor to find  
11 a qualified buyer and ultimately pay all liens. The Debtor’s second bankruptcy case is assigned  
12 case no. 1:24-bk-10104-VK (“Second Case”).

13 The Debtor relisted the Llano Property around January 1, 2024 and reduced the listing  
14 price from \$4,000,000 to \$3,599,000. The debtor’s principal held open house and there were few  
15 interested buyers. One of the interested buyers was going to make an offer, but her husband and  
16 son were involved in a major accident, and she has not made an offer. The Debtor’s principal is  
17 seventy-five years old and the Llano Property is the only asset that he and his wife has for  
18 retirement. He is hoping to sell the Llano Property as quickly as possible and to use the proceeds  
19 of the sale to finish their lives with dignity after working for fifty-five years.  
20

21 **II. CONCLUSION**

22 The Debtor would like to continue with its Second Case and or resume the bankruptcy in  
23 case no. 1:20-bk-11237-VK. Alternatively, if the Court dismisses the Second Case, the Debtor  
24 wants to stay in Chapter 11 in the First Case that was reopened to complete the sale of Llano  
25 Property.

26 Dated: February 2, 2024

By: TANG & ASSOCIATES

27 /s/ Kevin Tang  
28 \_\_\_\_\_

Kevin Tang, Proposed Counsel for Debtor

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**DECLARATION OF JOSEPH STERNLIB**

I, Joseph Sternlib, declare that the following statements are true and correct.

1. I and the Principal of the Debtor.
2. I caused the Debtor to file a chapter 11 bankruptcy case on January 15, 2020 (“First Case”).
3. On behalf of the Debtor, I hired Resnik Hayes Moradi, LLP to represent the Debtor in the First Case.
4. Around May of 2023, USTDS/Dammor stopped giving the Debtor the last draw of \$46,000 from the loan approved in the Second Finance Motion. Without the funds to finish the construction, the Debtor could not put the Llano Property on the market. The pool, pool equipment, pool deck, waterfall, and some of the railing was not ready and it was too risky to have open house. Also, because the Debtor’s former counsel asked USTDS/Dammor to give them \$25,000 to pay for their fees, the loan that the Debtor received from USTDS/Dammor was insufficient to finish construction.
5. As a result, I got help from my friends and family to contribute the funds needed to complete the construction and to put the Llano Property in the market for sale around May 15, 2023.
6. The Debtor was able to complete the construction and listed the Llano Property for sale. The Debtor accepted an offer from a qualified buyer for \$4,000,000 around September 22, 2023. See Exhibit A for copy of the sale contract. Unfortunately, due to unforeseen events and to no fault of the Debtor the transaction fell through, and the sale did not take place as the buyer could not get approval for financing. This placed the Debtor in a tough situation as the Debtor did not have a buyer and USTDS/Danmor had recorded a Notice of Trustee Sale (“TS Notice”), with a foreclosure sale on January 26, 2024, see exhibit B, a true and correct copy of the TS Notice.
7. The Debtor currently owes Resnik Hayes Moradi, LLP, for attorney fees and expenses reimbursement of \$156,521, per the order entered on February 16, 2023, see Dkt. no.

**RESPONSE TO ORDER TO SHOW CAUSE**

251. The Debtor did not believe that Resnik Hayes Moradi, LLP would have helped to stop the impending foreclosure set for January 24, 2024, with an outstanding balance.

8. On January 14, 2024, on behalf of the Debtor, I made contact with attorney Kevin Tang (“Tang”) of Tang & Associates and signed a retainer to file a chapter 11 bankruptcy case.

9. The Debtor relisted the Llano Property around January 1, 2024 and reduced the listing price from \$4,000,000 to \$3,599,000. I held open house and there were few interested buyers. One of the interested buyers was going to make an offer, but her husband and son were involved in a major accident, and she has not made an offer.

10. I am seventy-five years old and the Llano Property is the only asset that my wife and I have for retirement. I am hoping to sell the Llano Property as quickly as possible and to use the proceeds of the sale to finish my life with dignity after working for fifty five years.

I declare under the penalty of perjury that the foregoing statements are true. Executed in Woodland Hills on February 2, 2024

A handwritten signature in black ink, appearing to read 'Joseph Sternlib', is written over a horizontal line.

Joseph Sternlib, Owner of BGS Works Inc.

## **EXHIBIT A**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**SELLER COUNTER OFFER No. 1**

May not be used as a multiple counter offer.  
(C.A.R. Form SCO, Revised 6/23)

COMPASS

Date 09/22/2023

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter Offer No. \_\_\_\_\_, ☐ Other \_\_\_\_\_ ("Offer"),  
dated 09/21/2023, on property known as 5099 Llano Dr, Woodland Hills, CA 91364 ("Property"),  
between Ashley Gasper ("Buyer"),  
and BGS Works Inc (Joseph Sternlib) ("Seller").  
Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer or an addendum.
  - B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
  - C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as **paragraph 3L(2)** of the RPA) the appraisal contingency amount is lower than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this Agreement.)
  - D. **OTHER TERMS:** See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

- E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- ☐ Addendum No. \_\_\_\_\_ (C.A.R. Form ADM)  
☐ Back Up Offer Addendum (C.A.R. Form BUO)  
☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)  
☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)  
☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)  
☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)  
☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)  
☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
- A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in **paragraph 4** (if more than one signature then, the last signature date)(or by ☐ AM/ ☐ PM on \_\_\_\_\_ (date)) (i) it is Signed in **paragraph 5** by Buyer and (ii) a copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
  - B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
  - C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in **2A** and **5**. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.**

Seller X Joseph Sternlib BGS Works Inc (Joseph Sternlib) Date 9/22/2023  
Seller 22725166283046F... Date \_\_\_\_\_

5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer (If checked ☐ **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. \_\_\_\_\_**) and acknowledge receipt of a Copy.

Buyer \_\_\_\_\_ Date Ashley Gasper  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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SCO Revised 6/23 (PAGE 1 OF 1)

**SELLER COUNTER OFFER (SCO PAGE 1 OF 1)**

Sherman Oaks - Compass, 14140 Ventura Blvd., Suite 100 Sherman Oaks CA 91423  
Michael Bergin

Phone: (310) 600-0715 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwof.com](http://www.lwof.com)

5099 Llano Dr,





TEXT OVERFLOW ADDENDUM No. 1  
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 5099 Llano Dr, Woodland Hills, CA 91364  
in which \_\_\_\_\_ ("Property"),  
and Ashley Gasper is referred to as ("Buyer")  
and BGS Works Inc (Joseph Sternlib) is referred to as ("Seller").

**1) SCO, Paragraph 1D, Other Terms:**

- 1. L(3) to L(7) of the RPA to be 12 days.**
- 2. Loan and Appraisal contingency to be 14 days.**
- 3. P(1) of RPA to be deleted in its entirety. All appliances/security equipment/cameras etc that are currently physically present will be included in the purchase including the washer and dryer.**
- 4. NOTE: The home is already wired for a smart home. NOTE: There are multiple cameras inside and outside the property.**
- 5. Railing around the pool to match balcony railings. No glass railing.**
- 6. Buyer to cooperate with seller on timing of the certificate of occupancy on-line verification.**
- 7. Drains around the property are already present and to code. Downspouts to be extended where needed.**
- 8. Pre-approval to be provided.**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer	<u>Ashley Gasper</u>	Date	_____
Buyer	_____	Date	_____
Seller	<u>Joseph Sternlib</u> <i>(DocuSigned by: Joseph Sternlib)</i>	Date	<u>9/22/2023</u>
Seller	<u>BGS Works Inc (Joseph Sternlib)</u>	Date	_____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)







# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/22)

Date Prepared: September 21, 2023**1. OFFER:**

**A. THIS IS AN OFFER FROM** Ashley Gasper ("Buyer").

**B. THE PROPERTY** to be acquired is 5099 Llano Dr., situated in Woodland Hills (City), Los Angeles (County), California, 91364 (Zip Code), Assessor's Parcel No(s). 2169024011 ("Property").  
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

**C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.****D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.**2. AGENCY:**

**A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

**B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.

**Seller's Brokerage Firm** Compass License Number 01991628

Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).

**Seller's Agent** Michael Bergin License Number 01845572

Is (check one): ☒ the Seller's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

**Buyer's Brokerage Firm** Coldwell Banker Realty License Number 00616212

Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).

**Buyer's Agent** Katherine Stark & Jacqueline Stark Baze License Number 00947256, 01507561

Is (check one): ☒ the Buyer's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).**C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).**D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
<b>A</b>	5, 5B (cash)	<b>Purchase Price</b>	\$ <u>4,000,000.00</u>	<input type="checkbox"/> All Cash
<b>B</b>		<b>Close of Escrow (COE)</b>	<input checked="" type="checkbox"/> <u>45</u> Days after Acceptance OR on <input type="checkbox"/> (date)	
<b>C</b>	32A	<b>Expiration of Offer</b>	3 calendar days after all Buyer Signature(s) or <u>September 22, 2023</u> (date), at 5PM or <u>7:00</u> <input type="checkbox"/> AM/ <input checked="" type="checkbox"/> PM	
<b>D(1)</b>	5A(1)	<b>Initial Deposit Amount</b>	\$ <u>120,000.00</u> ( <u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u>      </u> ) business days after Acceptance by wire transfer OR <input type="checkbox"/>
<b>D(2)</b>	5A(2)	<input type="checkbox"/> <b>Increased Deposit</b> (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ <u>      </u> ( <u>      </u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
<b>E(1)</b>	5C(1)	<b>Loan Amount(s):</b> First Interest Rate  Points  If FHA or VA checked, Deliver list of lender required repairs	\$ <u>3,000,000.00</u> ( <u>75.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u>      </u> % • Buyer to pay up to <u>      </u> points to obtain the rate above  17 (or <u>      </u> ) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u>      </u>
<b>E(2)</b>	5C(2)	<b>Additional Financed Amount</b> Interest Rate  Points	\$ <u>      </u> ( <u>      </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u>      </u> % • Buyer to pay up to <u>      </u> points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u>      </u>
<b>E(3)</b>	7A	<b>Occupancy Type</b>	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
<b>F</b>	5D	<b>Balance of Down Payment</b>	\$ <u>880,000.00</u>	
		<b>PURCHASE PRICE TOTAL</b>	\$ <u>4,000,000.00</u>	

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Buyer's Initials

Seller's Initials



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 16)

Coldwell Banker Realty - Calabasas, 23647 Calabasas Road Calabasas CA 91302  
Jacqueline Baze

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (818)590-5230 Fax: (818)222-9979  
www.lwof.com

5099 Llano

## **EXHIBIT B**

NOTICE OF SALE  
SUMMARY OF KEY INFORMATION

The attached notice of sale was sent to BGS Works, Inc., a California Corporation, in relation  
(trustor)

to 5099 Llano Drive, Woodland Hills, CA 91364.  
(description of property that secures the mortgage or deed of trust in default)

YOU ARE IN DEFAULT UNDER A DEED OF TRUST  
(deed of trust or mortgage)

DATED April 12, 2018 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY  
(date)

BE SOLD AT A PUBLIC SALE.

IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD  
CONTACT A LAWYER.

The total amount due in the notice of sale is \$1,618,420.12  
(total amount due)

Your property is scheduled to be sold on January 26, 2024, 11:00 AM,  
(date and time of sale)

at by the fountain located at 400 Civic Center Plaza, Pomona, CA 91766.  
(location of sale)

However, the sale date shown on the attached notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 1.866.684.2727

(telephone number for information regarding the trustee's sale)

or visit this Internet Web site address www.servicelinkasap.com

(Internet website address for information regarding the sale of this property) using  
the file number assigned to this case 23-00239-2FNT Information  
(case file number)





PABATID NG PAGBEBENTA (Notice Of Sale)

BUOD NG PANGUNAHING IMPORMASYON (Summary of Key Information)

Ang nakakalip na notice of sale (pabatid ng pagbebenta) ay ipinadala kay

BGS Works, Inc., a California Corporation, bilang kaugnayan  
(Nagkakatiwala) (Trustor)

sa 5099 Llano Drive, Woodland Hills, CA 91364

(Paglalarawan sa ari-arian na nagtitibay sa isinangla o deed of trust o papeles ng panagot sa utang, na hindi nabayaran.)  
(Description of property that secures the mortgage or deed of trust in default.)

IKAW AY HINDI NAKABAYAD SA ILALIM NG A DEED OF TRUST

(Deed of trust o papeles ng panagot sa utang o isinangla) (Deed of trust or mortgage)

NA MAY PETA NA April 12, 2018 MALIBAN KUNG KAYO AY KUMILOS UPANG

(Date)

MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA ISANG PAMPUBLIKONG PAGBEBENTA.

KUNG KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILITIS LABAN SA INYO,  
KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG ABOGADO.

Ang kabuuang halaga na dapat bayaran sa notice of sale (pabatid ng pagbebenta) ay \$1,618,420.12.  
(Total amount due in the notice of sale)

Ang inyong ari-arian ay nakatakdang ibenta sa January 26, 2024, at 11:00 AM

(Petsa at oras ng pagbebenta) (Date and time of sale)

sa by the fountain located at 400 Civic Center Plaza, Pomona, CA 91766

(Lugar ng bentahan) (Location of sale)

Gayunman, ang petsa ng pagbebenta na ipinapakita sa nakalakip na notice of sale (pabatid ng pagbebenta) ay maaaring maantala ng isa o mas marami pang beses ng nagkaloob ng isinangla, benepisyaryo, pinagkatiwalaan, o ng korte, alinsunod sa Seksyon 2924g ng Kodigong Sibil ng California. Hinihiling ng batas na ang impormasyon tungkol sa mga pagpaantala sa pagbebenta ng pinagkatiwalaan ay handang maibigay sa inyo at sa publiko, bilang isang kagandahang-loob doon sa mga hindi makakadalo sa bentahan. Kung nais ninyong malaman kung naantala ang inyong petsa ng pagbebenta, at kung naaangkop, ang natakda muli na oras at petsa sa bentahan ng ari-arian, maaari kayong tumawag sa 1.866.684.2727

(Ang numero ng telepono para makakuha ng impormasyon hinggil sa pagbebenta ng pinagkatiwalaan) (Telephone number for information regarding the trustee's sale)

o bumisita dito sa Internet Web site address www.servicelinkasap.com



ce of Sale

(Revised 3/28/2013)

NOTICE OF SALE  
SUMMARY OF KEY INFORMATION

The attached notice of sale was sent to BGS Works, Inc., a California corporation, in relation  
(trustor)

to 5099 Llano Drive, Woodland Hills, CA 91364.  
(description of property that secures the mortgage or deed of trust in default)

YOU ARE IN DEFAULT UNDER A DEED OF TRUST  
(deed of trust or mortgage)

DATED August 29, 2022 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY  
(date)

BE SOLD AT A PUBLIC SALE.

IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD  
CONTACT A LAWYER.

The total amount due in the notice of sale is \$844,228.53  
(total amount due)

Your property is scheduled to be sold on January 24, 2024, 11:00 AM.  
(date and time of sale)

at by the fountain located at 400 Civic Center Plaza, Pomona, CA 91766.  
(location of sale)

However, the sale date shown on the attached notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 1.866.684.2727

(telephone number for information regarding the trustee's sale)

or visit this Internet Web site address www.servicelinkasap.com

(Internet website address for information regarding the sale of this property) using  
the file number assigned to this case 23-00240-2FNT Information  
(case file number)

about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

If you would like additional copies of this summary, you may obtain them by calling

916-636-0114.

(telephone number)



In re: <b>BGS Works, Inc.</b>  Debtor(s).	CHAPTER: <b>11</b> CASE NUMBER: <b>1:24-bk-10104</b>
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**17011 Beach Blvd Suite 900  
Huntington Beach, CA 92647**

A true and correct copy of the foregoing document entitled (*specify*): **RESPONSE TO ORDER TO SHOW CASE, WHY PURSUANT TO 11 U.S.C. §§ 105(a) AND 112(b), THIS CASE SHOULD NOT BE DISMISSED** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 2/2/24, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On 2/2/24, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**February 2, 2024**

**Tommy Turner**

*Date*

*Printed Name*

**/s/ Tommy Turner**

*Signature*

Label Matrix for local noticing

0973-1

Case 1:24-bk-10104-VK

Central District of California

San Fernando Valley

Fri Feb 2 23:00:22 PST 2024

San Fernando Valley Division

21041 Burbank Blvd,

Woodland Hills, CA 91367-6606

PCS Works, Inc.

20144 Ruston Rd

Woodland Hills, CA 91364-5638

Crystal Clear Glass, Inc

18135 Napa St

Northridge, CA 91325-3319

USTDS, Inc.

750 B Street, Suite 2100

c/o Dennis J Wickham

San Diego, ca 92101-8177

(p)LOS ANGELES COUNTY TREASURER AND TAX COLLE

ATTN BANKRUPTCY UNIT

PO BOX 54110

LOS ANGELES CA 90054-0110

RHM Law LLP

17609 Ventura Blvd

Ste 314

Encino, CA 91316-5132

Steve Barnoy

PO BOX 5035

West Hills, CA 91308-5035

USTDS, Inc. and Danmor Investments

Attn: Elise Dabby

12526 High Bluff Dr Ste 355

San Diego, CA 92130-3074

United States Trustee (SV)

915 Wilshire Blvd, Suite 1850

Los Angeles, CA 90017-3560

Kevin Tang

Tang & Associates

17011 Beach Blvd

Suite 900

Huntington Beach, CA 92647-5998

Matthew Resnik

RHM LAW LLP

17609 Ventura Blvd. Suite 314

Encino, CA 91316-5132

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Los Angeles County Tax Collector

PO BOX 54018

Los Angeles, CA 90054-0018

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Valenzuela Ready Mix

End of Label Matrix

Mailable recipients 11

Bypassed recipients 1

Total 12